

Netherlands Comprehensive Cancer Organisation (IKNL) – General Terms and Conditions Governing Supply

Article 1. Definitions

For the purposes of these general terms and conditions governing supply the following capitalised terms bear the meaning assigned to them both in the singular and in the plural.

<i>Contracting Party:</i>	IKNL's contracting party, which is deemed to include – but is not confined to – hospitals (or their board of governors), medical professionals, scientific associations, health insurers and any organisation (umbrella or otherwise) involved in oncological and palliative care, other than consumers;
<i>Database:</i>	a collection of works, Data or other separate elements which have been systematically ordered by IKNL and which can be accessed separately. This also includes the NCR, which IKNL maintains;
<i>Trainee:</i>	any person who has registered for a Training Course provided by IKNL through a Contracting Party or otherwise;
<i>Services:</i>	those services which IKNL provides at the behest and/or for the benefit of a Contracting Party, such as, amongst other things, consultancy services (which are deemed to include process supervision, other assistance, project management, mediation, reporting and implementation), Training Courses (which are deemed to include training and courses), Research (or assistance with it), validation (quality control), and the input, analysis and management of Data;
<i>Data:</i>	any data which IKNL collects and processes, which may or not be entered into a Database, and which is deemed to include the NCR. Data is also deemed to include data (additional or otherwise) which is collected and processed for the purposes of specific requests or long-term records, as well as any update of same;
<i>IKNL:</i>	Stichting Integraal Kankercentrum Nederland [Netherlands Comprehensive Cancer Organisation],, which has its statutory registered office in Utrecht, the Netherlands, including all of its current and future branches. This is also deemed to include the employees of IKNL and any other parties whom the latter engages for the purposes of executing an Agreement;
<i>Intellectual Property Rights:</i>	all intellectual and industrial property rights, which are deemed to include but are not confined to trademark rights, copyright and database rights;
<i>Netherlands Cancer Registry (NCR):</i>	a systematic, national collection of Data pertaining to all forms of cancer occurrences amongst the population which IKNL maintains;
<i>Quotation:</i>	a written offer which IKNL presents in response to a request from a Contracting Party to supply a specific Product and/or Service in return for a specific fee;
<i>Research:</i>	work involving the collection and analysis of Data in a processed form or otherwise, which is set out in a report or entered into a Database (connected or otherwise);
<i>Training Course:</i>	any training programme or any part thereof provided or organised by or on behalf of IKNL, which is designated (or partly designated) with the term, "in-company" or "open". "In-company" is deemed to refer to a Training Course that is provided at a Contracting Party's behest to a closed group of Trainees designated by that Contracting Party. "Open" is

deemed to refer to a Training Course, which includes a symposium and which is open to any interested party to register to attend;

Agreement: all of the arrangements made by IKNL and a Contracting Party, pursuant to which IKNL undertakes to supply one (1) or more Product(s) or Service(s) in return for that Contracting Party's payment of the applicable fee;

Parties: IKNL and any Contracting Party with whom IKNL has entered into an Agreement;

Product: a product which IKNL supplies to a Contracting Party, such as Guidelines, any product which provides support for the structure and nature of oncological or palliative care, a research report or specific Data (or Data input);

Guideline: a recommendation designed to improve the quality and/or effectiveness of care (oncological or palliative) based on a systematic summary of scientific research and consideration of the advantages and disadvantages of various alternative forms of care along with the expertise and experience of health care professionals and consumers.

Article 2. Scope of application

- 1 All offers, Quotations and Agreements exchanged or entered into between IKNL directly or indirectly through any third party engaged by it and a Contracting Party shall be exclusively governed by these general terms and conditions governing supply. Unless explicitly agreed otherwise and IKNL has also confirmed in writing that all or part of these general terms and conditions governing supply will not apply, any other terms and conditions governing procurement or otherwise (and derogating from these general terms and conditions governing supply) employed by a Contracting Party shall not apply and IKNL shall reject them.
- 2 These general terms and conditions governing supply shall also apply with regard to any amended or subsequent Agreement or any addendum thereto.
- 3 These general terms and conditions governing supply shall also govern any Agreement entered into with a Contracting Party for the execution of which the latter engages any other party.
- 4 In the event that these general terms and conditions governing supply are amended in the interim, the amended version thereof shall constitute part of any Quotation or Agreement subsequently drawn up as of the time when the relevant amendment comes into effect.
- 5 In the event that there is a conflict between the various terms and conditions and an Agreement, they shall prevail in the following order:
 - the Agreement concerned;
 - these general terms and conditions governing supply;
 - any relevant code of conduct.

Article 3. Execution of an Agreement

- 1 A Contracting Party shall ensure the punctual provision of all of the information – documents, information, contact details and the like – which IKNL has indicated is required for the purposes of properly executing the relevant Agreement or which that Contracting Party may reasonably be expected to understand is so required. Any turnaround time to which IKNL agrees shall not commence until after such information has been placed at IKNL's disposal.
- 2 In the event that the information referred to in Clause (1) is inaccurate, incomplete or not provided to IKNL punctually, the latter shall not be liable for any loss which occurs as a result. IKNL shall be entitled to suspend the execution of an Agreement and/or to charge for any loss suffered or additional expenses incurred due to any delay based on its customary rates at the time.
- 3 In the event that IKNL carries out work on premises belonging to or designated by a Contracting Party for the purposes of executing the relevant Agreement, that Contracting Party shall undertake to ensure that all of the assistance, materials, information, systems (electronic or otherwise) and facilities which are required for the purposes of executing that Agreement are made available to IKNL free of charge and that it is possible to execute that Agreement in working conditions which are as safe and healthy as those which that Contracting Party has a duty to maintain for its own employees.
- 4 Where a turnaround time is stipulated in an Agreement, it shall not be deemed to constitute a material deadline. In the event that a deadline for execution is not met, the relevant Contracting Party shall first be required to notify IKNL that it is in default in accordance with the provisions of Article 9.

- 5 Where it has been agreed that an Agreement is to be executed in stages, IKNL shall be permitted to suspend the execution of any components which constitute part of a subsequent stage, until the relevant Contracting Party has approved the outcomes of the preceding stage in writing (or in any other way to which the Parties have agreed).
- 6 IKNL shall be entitled to arrange for any work (or part thereof) to be carried out by another party in so far as this is required for the purposes of properly executing an Agreement. This shall occur in consultation with the relevant Contracting Party, so as to ensure compliance with the obligations and the achievement of the quality as agreed.
- 7 A Contracting Party shall be deemed to have accepted that the plans (or timetable) for an Agreement may be affected in the event that the Parties decide to amend the approach or operating procedures stipulated in that Agreement or its scope.

Article 4. Prices and fees

- 1 Unless the Parties explicitly agree otherwise in writing, all of the prices and fees charged by IKNL shall be stipulated in euros exclusive of value added tax and any other public levy.
- 2 In the absence of any prior written notice, on 1 January of any year IKNL shall be entitled to increase the agreed fee by no more than the equivalent of the inflation rate stipulated by Statistics Netherlands (CBS) in respect of the previous year. CBS' CPA 2008 service fee index for the category, "liberal professions, and scientific and technical services", shall serve as the basis in this respect.
- 3 In the event that any amendment referred to in Article 3(7) results in additional work, IKNL shall also charge the relevant Contracting Party for same in addition, unless IKNL may be held to be responsible for such amendment of or addendum to the Agreement concerned.

Article 5. Payment

- 1 Unless otherwise agreed to in writing, a Contracting Party shall be required to pay an invoice within thirty (30) days after the relevant invoice date by depositing the amount concerned into a bank account designated by IKNL.
- 2 The term of payment referred to in Clause (1) shall be deemed to be material. In the event that a Contracting Party fails to ensure that an invoice is paid by the deadline stipulated for this purpose, that Contracting Party shall be in default as of the date on which payment is due in the absence of any further notice of default, and as of that point in time IKNL shall be entitled to charge default interest at the rate of 1% of the outstanding sum per month, unless the legally stipulated interest rate amounts to more than this, in which case the latter rate shall apply. Any interest payable on the amount due shall be calculated as of the time when the relevant Contracting Party is in default until such time as the entire amount due is paid in full.
- 3 Under no circumstances shall a Contracting Party be entitled to set off any amount that it owes to IKNL.
- 4 A Contracting Party shall have a duty to notify IKNL immediately of any inaccuracy in any payment details that have been supplied or mentioned.

Article 6. Force majeure

- 1 Force majeure is deemed to refer to any failure to execute an Agreement for which IKNL or the relevant Contracting Party cannot be held to be responsible, because neither can be held to be culpable for same, nor can either be held to be liable in that respect pursuant to the law, any legal act or generally accepted principles.
- 2 In the event of temporary force majeure on the part of IKNL, the latter shall be entitled to delay the delivery time that is envisaged by the amount of time during which that temporary force majeure persists.
- 3 In the event of force majeure of a permanent nature, which is deemed to include any circumstances over which IKNL or the relevant Contracting Party cannot or cannot reasonably be expected to exercise any control and which render it impossible to supply the relevant Product(s) or Service(s), either of them shall be entitled to cancel the Agreement concerned without having recourse to the law. In the event of force majeure on the part of IKNL, a Contracting Party may not seek compensation for any loss which it has suffered subject to the provisions of Section 6:78 of the Dutch Civil Code.
- 4 In so far as any partial compliance on the part of IKNL may be accorded value in its own right, IKNL may issue a separate invoice for it. The relevant Contracting Party shall have a duty to pay such invoice as though it has been issued pursuant to a separate Agreement.

Article 7. Intellectual property rights

- 1 Unless otherwise agreed in writing, IKNL shall hold all of the Intellectual Property Rights pertaining or pursuant to the relevant Agreement, which shall not entail the transfer of the rights vested in IKNL.
- 2 In so far as the rights referred to in Article 7(1) are (or will be) vested in a Contracting Party, the latter shall transfer them to IKNL when the relevant Agreement is concluded. In so far as any further deed is required for the purposes of such transfer or any other formalities need to be observed, the relevant Contracting Party shall grant IKNL an irrevocable power of attorney to draw up the

requisite deed, to sign it on behalf of that Contracting Party and to observe any formalities that are required partly on behalf of that Contracting Party. This shall not diminish a Contracting Party's duty to assist with the transfer of such rights (or provide additional assistance for this purpose), when IKNL first requests this, without the Contracting Party being permitted to stipulate any additional terms and conditions.

- 3 In so far as a Service to be provided by IKNL involves the entry of Data for a Contracting Party, which Data is not already available in the NCR but is contained in an existing database belonging to that Contracting Party or a new one that is to be created, IKNL shall be granted a licence to use such Data, unless explicitly agreed otherwise in writing.
- 4 A Contracting Party shall warrant that it will transfer any Intellectual Property Rights pursuant to Article 7(2) or (3) without encumbrance or restriction or that their exercise shall not be unlawful in respect of any other party. A Contracting Party shall be deemed to hereby indemnify IKNL in full against any loss or expense directly or indirectly suffered or incurred pursuant to any claim made by another party in this respect.

Article 8. Liability

- 1 IKNL's overall liability for any loss shall be confined to compensation for any direct loss subject to a maximum sum equivalent to the fee stipulated for the relevant Product or Service (exclusive of value added tax). Where the relevant agreement is a continuing performance contract with a term in excess of one (1) year, the aforementioned sum shall be deemed to comprise all of the fees (exclusive of value added tax) stipulated for one (1) year.
- 2 For the purposes of this article direct loss is only deemed to refer to:
 - the reasonable expenses which the relevant Contracting Party has to incur to ensure that IKNL's performance complies with this agreement;
 - any reasonable expenses incurred for the purposes of determining the cause and extent of a loss in so far as such determination pertains to direct loss as defined in this article;
 - any reasonable expenses incurred to prevent or limit such loss in so far as the Contracting Party can show that they have led to a limitation of any direct loss as defined in this article.
- 3 Under no circumstances shall IKNL's overall liability amount to more than the sum which is disbursed pursuant to IKNL's insurance.
- 4 Any liability for indirect loss – which is deemed to include consequential loss, loss of earnings, foregone savings and any loss due to the disruption of business – shall be excluded, unless there is any question of a wilful act or omission, or gross negligence, on the part of IKNL (which is deemed to include its supervisors and subordinates).
- 5 Furthermore, IKNL shall not be liable for any loss suffered by a Contracting Party or any other party as a result of either's inappropriate and/or unprofessional use of any Product or Service supplied by IKNL.
- 6 IKNL shall not accept liability for any damage inflicted on any property (personal or otherwise) belonging to a Contracting Party or Trainee attending a Training Course.
- 7 When engaging another party IKNL shall consult the relevant Contracting Party beforehand where possible and shall observe the requisite standard of due care when selecting such other party. IKNL shall not be liable for any non-compliance, carelessness or any other unlawful behaviour on the part of such other party. In so far as any other party that is engaged wishes to limit their liability, IKNL shall have the power to consent to such limitation of liability party on behalf of the relevant Contracting Party or at any rate to raise it as a defence.
- 8 Any right to compensation shall always be conditional on the relevant Contracting Party reporting the loss concerned to IKNL in writing as soon as possible after it occurs.
- 9 In derogation from any legally stipulated period of limitation, all claims and defences against IKNL or any other party whom the latter engages for the purposes of executing an Agreement shall be subject to a period of limitation of one (1) year.

Article 9. Cancellation of an Agreement

- 1 After issuing a proper written notice of default either Party shall be entitled to cancel the relevant Agreement with immediate effect by means of a written notice to this effect in the event that:
 - the other Party culpably fails to comply with any of its obligations;
 - the other Party infringes any licence or restrictions on use and/or any Intellectual Property Right applicable pursuant to the relevant Agreement;
 - the other Party is granted a moratorium on payments (provisional or otherwise), is declared bankrupt, files an application for debt rescheduling, or is placed in administration or under the care of a guardian;
 - the other Party closes down all or part of their business, liquidates it in some other way, makes any far-reaching changes to their business operations or transfers them to another party.

- 2 In the event that an Agreement is cancelled on any of the grounds set out in Clause (1), all of the payments which the relevant Contracting Party owes to IKNL shall immediately fall due in their entirety.
- 3 In the event that the relevant Contracting Party is to blame for the cancellation of an Agreement, that Contracting Party shall be required to compensate IKNL for any loss that the latter suffers, which is deemed to include any costs that are directly or indirectly incurred due to the cancellation of that Agreement.

Article 10. Governing law and disputes

- 1 An Agreement shall be solely governed by and construed in accordance with the law of the Netherlands.
- 2 Any dispute which may arise between the Parties pursuant or in relation to an Agreement, shall be brought before a competent court of law in Utrecht, the Netherlands.

Article 11. Final provisions

- 1 A Contracting Party shall not be permitted to assign their rights and/or duties to any other party without IKNL's prior written consent.
- 2 In the event that all or part of one (1) or more of the provisions of these general terms and conditions governing supply are null and void or are nullified at any point in time, their remaining provisions shall continue to apply in full. In that case the Parties shall consult each other in order to agree on a new provision or provisions to replace the void or nullified provision(s), ensuring that the purpose and purport of the original provision(s) are taken into account as far as possible.
- 3 These general terms and conditions governing supply have been lodged with the Chamber of Commerce. The version that has most recently been lodged or the version which applied at the time when an Agreement was concluded shall always apply.

Additional provisions governing Training Courses

The following additional terms and conditions shall apply in relation to Training Courses in addition to Articles 1 to 11 of these IKNL general terms and conditions.

Article 12. Nature of Training Course

The programme for a Training Course along with its venue, time and any other specific information shall be set out in IKNL's most recent brochure or any other informational materials, or in a Quotation drawn up specifically for the relevant Contracting Party. IKNL reserves the right to change a Training Course. IKNL shall punctually notify the relevant Contracting Party of this.

Article 13. Payment

In so far as an Agreement concerns a Training Course to be provided by IKNL, the relevant Contracting Party and/or Trainee shall receive an invoice stipulating the amount due before that Training Course commences. That amount must be credited to that bank account of IKNL stipulated in the relevant invoice before the Training Course in question commences.

Article 14. Cancellation

- 1 The cancellation of a Training Course (or its attendance) by a Contracting Party or Trainee must be effected in writing. In the event that a Contracting Party or Trainee is unable to or does not attend a Training Course without cancelling it punctually in accordance with this article, either shall be liable for the full or partial payment of the registration fee.
- 2 In the case of any in-company Training Course for the purposes of which it or the relevant materials (or part thereof) need to be produced 20% of the fee for that in-company Training Course shall be charged in the event that cancellation occurs more than four (4) weeks before its starting date. Half of the fee for an in-company Training Course shall be payable, if that occurs between two (2) and four (4) weeks before it is scheduled to commence. Full payment shall be due in the event that an in-company Training Course is cancelled less than two (2) weeks before it is scheduled to commence.
- 3 In the case of an Open Training Course a Trainee or Contracting Party may cancel it free of charge until four (4) weeks before it is scheduled to commence. Half of the fee for an Open Training Course shall be payable, if that occurs between two (2) and four (4) weeks before it is scheduled to commence. Full payment shall be due in the event that an Open Training Course is cancelled less than two (2) weeks before it is scheduled to commence.
- 4 In the event that an insufficient number are registered for a Training Course, IKNL shall at all times be entitled to cancel that Training Course and not to accept a registration without having a duty to pay any compensation or costs.